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Velva L. Price
District Clerk
Travis County
D-1-GN-25-006803
Ana Henriquez Quesada

D-1-GN-25-006803

CAUSE NO. _____

AURORA PEREZ & MATTHEW OTTOWAY, *Plaintiffs,*	§	IN THE DISTRICT COURT
v.	§	200TH, DISTRICT COURT _____JUDICIAL DISTRICT
MADYSON MASCILLI, AKA MADYSON HENDRICKS AKA MADYSON MARQUETTE AKA STACY DAWN WILLIAMS AKA FAYTHE DELUCA. *Defendant.*	§	TRAVIS COUNTY, TEXAS

PLAINTIFFS' VERIFIED ORIGINAL PETITION AND REQUEST FOR DECLARATORY JUDGMENT

Plaintiffs Aurora Perez and Matthew Ottoway successfully prosecuted Mark Anthony Mascilli ("Mark Mascilli") for aggravated sexual assault of a child under 14 years old. *Mascilli v. State*, No. 04-23-01009-CR, 2025 WL 913836 (Tex. App.—San Antonio Mar. 26, 2025, no pet.). Mark Mascilli was found guilty of three counts of aggravated sexual assault of a child. *Id.* at *1. In retaliation for his conviction, Mark Mascilli's then-romantic partner, Defendant Madyson Hendricks, filed a fraudulent financing statement filing number 24-0030982008 with the Texas Secretary of State and listed Plaintiffs Aurora Perez and Matthew Ottoway as the debtors.

Plaintiffs Aurora Perez and Matthew Ottoway now ask this Court to (1) declare the Financing Statement fraudulent, void, and unenforceable, (2) declare that the security interest alleged in the Financing Statement does not exist, (3) order the release of the Financing Statement, (4) order the Financing Statement be removed from the Secretary of State's index and be replaced with a placeholder document indicating the Financing Statement's removal pursuant to this

Court's order, (5) award Perez and Ottoway statutory damages of $5,000 each, and reasonable and necessary court costs, attorney's fees, including pre and post judgment interest, and (6) any other relief to which Perez and Ottoway are entitled.

PARTIES

1. Plaintiffs are Assistant Attorneys General Aurora Perez ("Perez") and Matthew Ottoway ("Ottoway") (jointly "Plaintiffs"). Plaintiffs can be reached through the Attorney General of Texas via the undersigned counsel.
2. Defendant is Madyson Hendricks a/k/a Madyson Rae Mascilli, a/k/a Madyson Rae Marquette, a/k/a Stacy Dawn Williams, a/k/a Faythe Deluca, a/k/a Madyson Rae Barnes ("Hendricks" or "Defendant"). Hendricks is an individual who may be served at her last known place of abode at [redacted] or wherever she may be found.

JURISDICTION AND VENUE

3. The Court has subject matter jurisdiction pursuant to section 9.5185 of the Texas Business and Commerce Code.
4. The Court has jurisdiction and the damages sought are within the jurisdictional limits of this Court pursuant to Tex. Const. art. V § 8, which grants district courts jurisdiction over all actions, proceedings, and remedies not otherwise exclusively designated.
5. Venue is proper in Travis County under Texas Civil Practice and Remedies Code section 15.002 because all or a substantial part of the events or omissions giving rise to the claim occurred in Travis County.

STATEMENT OF RELIEF SOUGHT

6. Plaintiffs seek monetary relief of less than $250,000 and non-monetary relief.

CONDITIONS PRECEDENT

7. All conditions precedent to Plaintiffs' claims for relief have been performed or have occurred.

DISCOVERY CONTROL PLAN

8. Plaintiffs intend to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3.

FACTUAL BACKGROUND

9. Perez and Ottoway are Assistant Attorney Generals ("AAGs") in the Criminal Prosecutions Division of the Texas Office of the Attorney General.

10. The Texas Secretary of State ("SOS") is tasked with the oversight of filings made pursuant to the Texas Business and Commerce Code ("UCC Filings"). Specifically, a party who files a financing statement to perfect an interest in collateral must file that financing statement with the SOS. TEX. BUS. & COM. CODE § 9.501.

11. Mark Mascilli is a convicted child sex offender.

12. Hendricks was involved in a romantic relationship with Mark Mascilli.

13. In their capacity as AAGs, Perez and Ottoway prosecuted Mark Mascilli for aggravated sexual assault of a child under 14 years of age. A jury found Mark Mascilli guilty of three counts of aggravated sexual assault of a child under 14 years of age.

14. On May 8, 2024, after Mark Mascilli's conviction, Hendricks filed a UCC Financing Statement, Filing No. 24-0030982008, ("the Financing Statement") with the SOS. A true

and correct copy of the Financing Statement is attached as **Exhibit 1** and is incorporated by reference.

15. The Financing Statement falsely lists, *inter alia*, Perez and Ottoway as debtors and the Mark Anthony Mascilli Trust Estate as the secured party. Ex. 1 at 2. The Financing Statement claims Hendricks is the trustee, beneficiary and attorney in fact of the Mark Anthony Mascilli Trust and Estate. *Id.*
16. The Financing Statement is a fraudulent attempt to interfere with Perez and Ottoway's property and reputational interests.
17. The Financing Statement falsely lists as collateral "a 100-million-dollar lien on case number 2022CR8025 and another 100-million-dollar lien on case number in the 4th court of appeals 04-23-01009-CR." Ex. 1 at 2.
18. No such liens exist.
19. When Hendricks filed the Financing Statement, she knew no such liens existed.
20. The Financing Statement lists as collateral that Perez, Ottoway, and the Judge who presided over Mark Mascilli's case "have been put on notice that they are no longer the beneficiary or trustee of the MARK ANTHONY MASCILLI TRUST AND ESTATE. Madyson Hendricks is the trustee, beneficiary, and attorney in fact of this estate." *Id.* This is not collateral. *See* TEX. BUS. & COM. CODE § 9.102(12).
21. The Financing Statement lists as collateral that Perez and Ottoway "were reported to the IRS and are now under investigation with case #2024-008360 for tax fraud and securities fraud." *Id.* This is not collateral. *See* TEX. BUS. & COM. CODE § 9.102(12). It is also not true.

22. The fraudulent Financing Statement falsely alleges and lists as collateral that Perez and Ottoway "are operating in counterfeit securities and bonds and causing injury to Madyson Hendricks and injury to the living man Mark Anthony Mascilli." *Id.* This is not collateral. *See* TEX. BUS. & COM. CODE § 9.102(12). This is also not true.

23. As such, the collateral listed in box 4, in whole or in part, do not qualify as collateral as that term is defined in TEX. BUS. & COM. CODE § 9.102(12)(A)-(C). *See* TEX. BUS. & COM. CODE § 9.102(12); Ex. 1 at 2.

24. The Financing Statement is not signed by the debtor. Ex. 1 at 2.

25. When Hendricks filed the Financing Statement, she knew the Financing Statement was not signed by the debtor.

26. The Financing Statement contains nothing signed by the debtors authorizing the Financing Statement. Ex. 1.

27. When Hendricks filed the Financing Statement, she knew there was nothing attached signed by the debtors authoring the Financing Statement.

28. The Financing Statement does not have a security agreement attached signed by the debtors covering the collateral described. Ex. 1.

29. No such security agreement exists.

30. When Hendricks filed the Financing Statement, she knew no such security agreement exists.

31. There is no contractual relationship between Perez or Ottoway and Hendricks.

32. Hendricks knew there was no contractual relationship between herself and Plaintiffs when she filed the Financing Statement, but nevertheless she attempted to damage Perez and Ottoway's property and reputational interests by filing the Financing Statement.

JURY DEMAND

33. Plaintiffs reserve their right to a jury.

CAUSES OF ACTION

COUNT 1—VIOLATION OF THE TEXAS BUSINESS AND COMMERCE CODE

34. Plaintiffs re-allege and incorporate all facts and allegations set forth above.

35. Hendricks violated section 9.5185 of the Texas Business and Commerce Code by filing the fraudulent Financing Statement with the Texas Secretary of State.

36. Section 9.5185 of the Texas Business and Commerce Code prohibits the filing of fraudulent Financing Statements. TEX. BUS. & COM. CODE § 9.5185(a).

37. A person violates section 9.5185 if they intentionally or knowingly file or cause to be presented for filing a financing statement that the person knows is (1) forged, (2) contains a material false statement, or (3) is groundless. TEX. BUS. & COM. CODE § 9.5185(a).

38. The Financing Statement contains several material false statements. *See supra*.

39. A financing statement is groundless when it is not authorized by the debtor. TEX. BUS. & COM. CODE § 9.509.

40. Here, Hendricks knows the Financing Statement was not authorized by Perez and Ottoway. Hendricks knows there is no contractual relationship between herself and Perez or Ottoway. Nevertheless, Hendricks filed the Financing Statement.

41. A financing statement is groundless when the items listed in Box 4, in whole or in part, do not qualify as collateral as that term is defined in TEX. BUS. & COM. CODE § 9.102(12)(A)-(C). "'Collateral' means the property subject to a security interest or agricultural lien. The term includes: (A) Proceeds to which a security interest attaches, (B) accounts, chattel paper, payment intangibles, and promissory notes that have been sold, or (C) goods that are the subject of a consignment." *Id.*

42. Here, the collateral listed in the Financing Statement does not qualify as collateral as that term is defined in the Texas Business and Commerce Code. *Id.*; Ex. 1 at 2. Hendricks knows the collateral listed is not "proceeds to which a security interest attaches, (B) accounts, chattel paper, payment intangibles, and promissory notes that have been sold, or (C) goods that are the subject of a consignment." Nevertheless, Hendricks filed the Financing Statement.

43. A person who violates section 9.5185(a) "is liable to the owner of property covered by the financing statement for: (1) the greater of $5,000 or the owner's actual damages; (2) court costs; and (3) reasonable attorney's fees." TEX. BUS. & COM. CODE § 9.5185(b). Section 9.5185(d) authorizes the owner of property to "file suit in a court of suitable jurisdiction requesting specific relief, including, but not limited to, release of the fraudulent financing statement." TEX. BUS. & COM. CODE § 9.5185(d). If successful, the owner "is entitled to reasonable attorney's fees and costs of court assessed against the person who filed the fraudulent financing statement." *Id.*

44. Perez and Ottoway are owners of the property and reputational interests intended to be damaged by the Financing Statement. Because no contractual right exists and the collateral

listed is not collateral as defined by the Texas Business and Commerce Code, Perez and Ottoway are entitled to a release of the Financing Statement, specific relief in the form of removal of the Financing Statement, damages in the amount of $5,000 each, court costs, and reasonable attorney's fees.

COUNT 2—DECLARATORY JUDGMENT

45. Texas Business and Commerce Code section 9.5185 permits Perez and Ottoway to seek "specific relief, including, but not limited to, release of the fraudulent financing statement." TEX. BUS. & COM. CODE § 9.5185. As such, Perez and Ottoway seek declaratory judgment pursuant to Texas Civil Practice and Remedies Code section 37.003.
46. Perez and Ottoway are entitled to declaratory judgment declaring that the security interest alleged in the Financing Statement does not exist and declaring the Financing Statement fraudulent, void, and unenforceable. TEX. CIV. PRAC. & REM. CODE § 37.003; TEX. BUS. & COM. CODE § 9.5185.
47. Perez and Ottoway are also entitled to costs and reasonable attorney's fees. TEX. CIV. PRAC. & REM. CODE § 37.009.

CONCLUSION AND PRAYER

For the foregoing reasons, Plaintiffs Aurora Perez and Matthew Ottoway respectfully request the Court enter judgment against Defendant Madyson Hendricks and (1) declare the Financing Statement fraudulent, void, and unenforceable, (2) declare that the security interest alleged in the Financing Statement does not exist, (3) order the release of the Financing Statement, (4) order the Financing Statement be removed from the Secretary of State's index and be replaced with a placeholder document indicating the Financing Statement's removal pursuant to this

Court's order, (5) award Perez and Ottoway statutory damages of $5,000 each, and reasonable and necessary court costs, attorney's fees, including pre and post judgment interest, and (6) any other relief to which Perez and Ottoway are entitled.

Respectfully submitted,

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